# THE DORITOS BOUNTY BOARDS CHALLENGE
# OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Doritos Bounty Boards Challenge ("Promotion") is sponsored by Pepsi-Cola Company ("Sponsor"), 1111 Westchester Avenue, White Plains, NY 10604 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **PROMOTION PERIOD:** The Promotion begins on December 11, 2020 at 12:00 PM Central Time ("CT") and ends on January 29, 2021 at 11:59:59 PM CT ("Promotion Period") and consists of four (4) entry periods (each an "Entry Period") as outlined in the chart below:

| Entry Period | Start Date at 12:00 PM CT | End Date at 11:59:59 PM CT | Approximate Drawing Date |
|---|---|---|---|
| **1** | December 11, 2020 | December 18, 2020 | December 21, 2020 |
| **2** | December 25, 2020 | January 1, 2021 | January 4, 2021 |
| **3** | January 8, 2021 | January 15, 2021 | January 18, 2021 |
| **4** | January 22, 2021 | January 29, 2021 | February 1, 2021 |

Non-winning entries do not carry forward into subsequent Entry Period drawings. The Administrator's computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least seventeen (17) years old at the time of entry and must have either an Xbox, PlayStation or PC and the "Call of Duty" game as of December 10, 2020. Employees of Sponsor, Administrator, Pepsi-Cola Company and its bottlers, PepsiCo, Inc., and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (*e.g.*, spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

   Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Promotion.

3. **HOW TO ENTER:** During the Promotion Period, an eligible entrant must follow the steps below to receive one (1) entry ("Entry"):

   i. Sign into his/her Twitter account (entrant may create a Twitter account for free if he/she does not already have one);
   ii. Become a follower of @Doritos on Twitter (if not already following @Doritos). There is no charge to sign up for Twitter or to follow @Doritos;
   iii. During each Entry Period, Sponsor will post a "Call of Duty" in-game challenge ("Challenge") (all challenges are for the Warzone game) and Sponsor will post the Challenge on the @Doritos Twitter feed; and

iv. Compose a video sharing his/her completion of the respective Entry Period Challenge and send it via Direct Message on Twitter to Sponsor's Twitter handle (@Doritos) (the "Twitter Handle"). to receive one (1) Entry into the Promotion.
v. Entrant will receive one (1) Entry into the respective Entry Period.

The content included in the Entry will not be judged or used in any way to determine a winner. Sponsor, in its sole discretion, will determine whether a challenge has been successfully completed. By entering the Promotion, entrant hereby agrees to be bound by these Official Rules. Entries will be deemed made by the authorized account holder of the Twitter account the entry is submitted from at the time of entry. The "authorized account holder" is the person who is assigned to the Twitter account by the online service provider. An entrant must have a non-private Twitter account to enter the Promotion and must be a follower of @Doritos on Twitter until March 29, 2021 for potential winner notification purposes to be eligible to win/claim a prize. If an entrant does not have a non-private Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (https://twitter.com/tos/) and Privacy Policy (https://twitter.com/privacy) (if entering using Twitter) in order to participate in the Sweepstakes. If an entrant enters from his/her wireless phone, the entrant's wireless service provider may charge the entrant. Entrants should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply. This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter.

By submitting an Entry, entrant hereby agrees to these Official Rules. All Entries are subject to confirmation and/or verification and compliance with these Official Rules as determined by Sponsor and/or Administrator. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Entry that does not comply with these Official Rules including without limitation, the guidelines and requirements as set forth below. **NOTE:** If any Entry fails to comply with any of the Entry Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

**Entry Requirements:** All Entries must comply with the following restrictions:

- Entry must be an original work;
- Entry must comply with Twitter terms of use located at https://twitter.com/tos/;
- Entry cannot have been published previously by any party other than the entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Entry cannot contain trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's, and DORITOS® brand Tortilla Chips;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message outside of what is provided in the "Call of Duty" game ;

- Entry must not feature or refer to any food products other than DORITOS® brand Tortilla Chips;
- Entry must not defame, misrepresent or contain disparaging or slanderous remarks about Sponsor, its customers or its products, or other people, products or companies;
- Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Entry must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entry must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to, content that promotes, suggests, or encourages:
    - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
    - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
    - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any Entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right to disqualify the entrant.

Any entrant who incorporates any intellectual property owned by a third party into his/her Entry does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on any Promotion-related website, including the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected Entry from any Promotion-related website because of such infringement, such Entry may be disqualified from the Promotion, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified.

By submitting an Entry, entrant hereby grants permission for the Entry to be publicly posted, at Sponsor's sole discretion. By submitting an Entry, entrant grants Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, license and right to publish, use, publicly perform and display the Entry in whole or in part, in any way, in any and all media, without limitation, and without consideration to the entrant, for promotional or marketing purposes. The Promotion Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries– all of which will be void.

By participating in the Promotion, entrant understands that he or she is providing his or her information to Sponsor and not Twitter, Inc. ("Twitter"). Further, entrant specifically agrees to release Twitter from any and all liability associated with this Promotion. This

Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter or any of their affiliates.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS PROMOTION.

**LIMIT: There is a limit of one (1) Entry per person per Entry Period during the Promotion Period.** If an entrant enters more than one (1) time per Entry Period, only the first Entry for such Entry Period will be included in the Promotion.

4. **RANDOM DRAWING:** On or around each drawing date indicated in the chart above in Section 1, the Administrator will randomly select twenty-five (25) potential winners from among all eligible entries received during the Sweepstakes Period, for a total of one hundred (100) potential winners. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. **PRIZES, APPROXIMATE RETAIL VALUES ("ARV"), AND ODDS OF WINNING:**

   A. **Prizes (100 total; 25 per Entry Period):** Each prize is 2XP for a year (each a "Prize") and can be redeemed for either Call of Duty: Warzone or Call of Duty: Black Ops Cold War. No more than one hundred (100) Prizes (twenty-five [25] per Entry Period) will be available in the Promotion. The ARV of each Prize is $0.

   B. **Total ARV:** The total ARV of all Prize is $0.

   C. **Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during each Entry Period.

   D. **General Conditions:** There is a limit of one (1) Prize per person. There is a limit of one (1) 2XP for a year code per person from amongst all Pepsi sponsored promotions. If a potential winner has received a 2XP for a year code in another Pepsi sponsored promotion, he/she will not be able to win another one. In no event will more than one hundred (100) Prizes (twenty-five [25] per Entry Period), be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize, or component thereof, of equal or greater value in case of unavailability of a Prize or a Prize component.
   Winner must also have an existing Gamer Account/Gamer tag associated with either Xbox LIVE Gold or PlayStation Plus or Battle.net (including if applicable, paid subscription, registration required, sold separately). Winner's Gamer Account/Gamer tag must be linked to his/her Activision Account before winner can redeem his/her Prize.

6. **HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified on Twitter by a Direct

Message from @Doritos with instructions on how to claim his/her Prize. The potential winners must respond to Twitter Direct Message winner notification within twenty-four (24) hours or they may, at the Sponsor's sole discretion, be disqualified. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner's right to claim a Prize and may result in the Prize being awarded to an alternate winner, if time permits. The Promotion Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, or the winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not answer the initial notification, the Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of a Prize. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the Prize won. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Prizes will only be awarded to verified winners.

7. **LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities, Activision Publishing, Inc., Twitter Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents, ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession,

defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. Notice of such cancelation, termination, or modification of the Promotion shall be posted at Doritos.com/BountyBoards.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. **DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

9. **PRIVACY:** Sponsor's privacy policy is available at http://policy.pepsi.com/privacy.htm.

10. **PUBLICITY RIGHTS:** By participating in this Promotion, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and

state), biographical information, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

12. **WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Doritos Bounty Boards Challenge, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than March 29, 2021.

©2020 Pepsi-Cola Company. All rights reserved.

Twitter is a registered trademark of Twitter, Inc. All rights reserved.

ACTIVISION, CALL OF DUTY, and CALL OF DUTY BLACK OPS are trademarks of Activision Publishing, Inc. Activision Publishing, Inc. is not a sponsor of this Promotion.

#104568-1

© 2020 Activision Publishing, Inc. ACTIVISION, CALL OF DUTY, CALL OF DUTY BLACK OPS, CALL OF DUTY WARZONE, AND WARZONE are trademarks of Activision Publishing, Inc. Activision Publishing, Inc. is not a sponsor of this Promotion